

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holdings, Inc.

Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

CF Claims LLC

Name of Transferee

Name and Address where notices to transferee
should be sent:
Attn: David Sharpe
1345 Ave of the Americas, 23rd Floor
New York, NY 10105

Phone: (212) 479-7072
Last Four Digits of Acct #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

Moskowitz & Austin LLC

Name of Transferor

Court Claim # (if known): 03770 ✓
Amount of Claim: \$3,080.00 ✓
Date Claim Filed: 4/13/2009

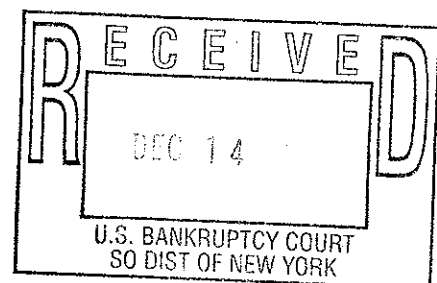
Phone: _____
Last Four Digits of Acct. #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: [Signature]
Transferee/Transferee's Agent

Date: 12/12/2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



Agreement and Evidence of Assignment Of Claim

2. MOSKOWITZ & AUSTIN LLC ("Seller"), its successors and assigns, for good and valuable consideration, the sufficiency of which it hereby acknowledges in the amount of US\$126,710 (the "Payment"), does hereby absolutely, unconditionally and irrevocably sell, transfer and assign unto CL Claims Inc ("Purchaser"), Purchaser's successors and assigns, and Purchaser agrees to purchase, as of the Effective Date (as defined below), all of Seller's right title and interest in and to the claim in the aggregate principal amount of US\$2,080,000, as reflected in Proof of Claim No. 003770 [the "Proof of Claim"] and interest in and to the claim in the aggregate principal amount of US\$2,080,000, as reflected in Proof of Claim No. 003770 [the "Proof of Claim"] against CL-33555 Lehman Brothers Holdings, Inc. (the "Debtor"), the debtor-in-possession in this chapter 11 reorganization case, Case No. 08-33555 against CL-33555 Lehman Brothers Holdings, Inc. (the "Debtor"), the debtor-in-possession in this chapter 11 reorganization case, Case No. 08-33555 against CL-33555 Lehman Brothers Holdings, Inc. (the "Debtor") under the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

3. LEHMAN BROTHERS HOLDINGS, INC. (the "Claimant") hereby agrees to release, defend, hold harmless and indemnify Seller from and against all claims, damages, losses, costs and expenses, without limitation, of all Seller's rights to receive distributions in respect of the Claim in connection with the Case (the "Claim"). Purchaser shall include, without limitation, all of Seller's rights to receive distributions in respect of the Claim in connection with the Case (the "Claim"). Purchaser shall make Payment by check sent to Seller via first class U.S. Mail promptly following approval of the Claim. This Agreement and Assignment of Claim (this "Agreement") shall not be effective until the Payment is received by Seller (the "Effective Date").

[illegible]

4. Seller agrees that in the event Seller shall receive any payments or distributions or notices with respect to or relating to the Claim after the date hereof, Seller shall deposit the same as Purchaser's agent and shall hold the same in trust on behalf of each of the sole owners of Purchaser, and shall promptly forward the same forthwith to Purchaser in the same form received (free of any withholding, interest, or any claim or deduction of any kind), within 30 days, and in the case of securities, such securities shall be in good deliverable form, with the endorsement of Seller when necessary or appropriate. In the event Seller fails to deliver any such payment of distribution within the time and in the form of Seller's receipt, Seller shall be obligated to pay Purchaser interest on the cash payment or distribution at a rate of 17.99% per annum or the maximum rate permitted by law, from the date of Seller's receipt to the date of cash payment or distribution at a rate of 17.99% per annum or the maximum rate permitted by law, from the date of Seller's receipt to the Court and hereby

[illegible]

5. All representations, warranties, covenants and indemnities contained herein shall survive the execution, delivery and performance of this Agreement and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

2. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purpose, and carry out the terms of this Agreement, including, without limitation, Seller's cooperation with Purchaser in the event that the Claim may at any time be impaired for any reason whatsoever such as in the event that Debtor makes an objection with respect to the Claim.

2. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflict of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

9. This Agreement states the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, understandings, or representations with respect to the subject matter hereof. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of each of the parties hereto.

10. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified or deleted to the extent required to permit enforcement of the remainder of the Agreement.

11. This Agreement may be signed in one or more counterparts. Facsimile and electronic scanned copies of this Agreement shall be treated as originals for purposes of enforcement.

IN WITNESS WHEREOF, this transfer of claim is entered into as of the Effective Date.

SELER
MOSKOWITZ & AUSTIN LLC -
By: [Signature]
Name: David Moskowitz
Title: Owner
Date: 10/15/10
Fax No.:
Email: moskowitz20@nashville.com

**PURCHASER
OF Claims LLC**

Sy: _____
Name: _____
Title: _____
Date: _____